



Washington
Metrorail
Safety
Commission

Request For Quotation RFQ 2020.001

Solicitation for Videoconference Systems and Installation Contract

Heather Obora

DATE: May 11, 2020

E-MAIL: procurement@wmisc.gov

NOTE:

THIS REQUEST FOR QUOTATION IS BEING ISSUED UNDER THE SMALL PURCHASE PROCEDURES. THE SMALL PURCHASE PROCEDURES ARE FOR PROCUREMENTS EXCEEDING \$10,000 BUT NOT EXCEEDING \$250,000.00. ANY RESPONSE OVER \$250,000.00 WILL NOT BE CONSIDERED.

THERE WILL BE NO FORMAL BID OPENING FOR THIS PROCUREMENT.

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REQUEST FOR QUOTATION PRICE SCHEDULE

Proposer shall provide a quotation that fully explains the proposed equipment and services as specified in Section II (a) of this Request for Quotation. Pricing in the matrix below should be submitted for segment totals only and must be supplemented with a detailed equipment and system pricing submittal for the base system(s) components and each optional system as indicated. Vendor must provide a separate pricing for optional maintenance service contracts for each base and optional system requirement, as applicable.

The Washington Metrorail Safety Commission (WMSC) hereby requests your quotation for the following:

Item	Equipment	Labor	Other	Optional First Year Maintenance	Optional Second Year Maintenance	Optional Third Year Maintenance
Zoom Room 1: Conference Room	\$	\$	\$	\$	\$	\$
Zoom Room 2: Meeting Room	\$	\$	\$	\$	\$	\$
Optional Portable Zoom Room System	\$	\$	\$	\$	\$	\$
Optional Digital Signage – First Display	\$	\$	\$	\$	\$	\$
Optional Digital Signage – Second Display	\$	\$	\$	\$	\$	\$
Optional Digital Signage – Third Display	\$	\$	\$	\$	\$	\$
Low Voltage Electrical Contractor	\$	\$	\$	NA	NA	NA

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STATEMENT OF WORK

I. Background

The Washington Metrorail Safety Commission (“WMSC”) is relocating to a new facility, anticipated in the Summer of 2020. This new facility, located at 750 First Street NE, Suite 900, Washington, DC 20002, Suite 900, will serve as the headquarters of the WMSC.

Amid the many new amenities contained within the new location, there will be a dedicated conference room and smaller flexible meeting spaces within the WMSC leased space. The need for an established videoconferencing capability that enables the WMSC to effectively conduct its business is now mandated in the current business environment. Such functional capabilities will enable the WMSC to stay in touch with its Commissioner(s), client(s), vendor(s) and other public stakeholder(s) through a safe, videoconferencing work environment that maintains a virtual person-to-person interaction and effectively conduct WMSC business.

II. Scope of Work

The WMSC is seeking a vendor to install and implement at the new facility a videoconferencing system under the Zoom Rooms platform. Vendor must adhere to the following specification(s) and guideline(s):

a. **Technical Specifications:** The equipment listed below by brand and model number establishes the minimum technical specification(s) required. Any alternate equipment included in any proposal shall be identified as "Brand Name or Equal" and must be cross referenced to the proposed specific equipment by model number and specification(s), and separately detailed in the pricing schedule.

Bandwidth Requirements

- 2.0 Mbps up and down for single screen
- For screen sharing only: 150-300kbps
- For audio VoIP: 60-80kbps

Zoom Rooms Platform Requirements

- Minimum OS:
 - Windows 7 and higher
- Windows OS hardware requirements:
 - 2.5 GHz Dual Core Intel Core i5 and higher desktop CPU (single screen)
 - Dual bank RAM for better performance

Zoom Rooms Verified Platforms (Windows OS)

- [Dell Optiplex 5070 Micro](#) (single screen)
 - Intel® Six-Core™ i5-9500T Processor
 - 8GB (2x4GB) 2666MHz DDR4 Memory
- [HP EliteDesk 800 G4 Mini](#) (single screen)
 - Intel® Six-Core™ i5-8500T Processor
 - 8 GB (2x4GB) DDR4-2666 SODIMM Memory
- [Intel NUC 8 Business Mini PC](#) (single or dual screen)
 - Intel® Core™ i7-8705G Processor
 - 16 GB (2x8GB) DDR4-2400
- [Logitech Kit](#) (single or dual-screen display plus Logitech TAP controller)
 - Intel NUC8i5BEH
 - Intel® Quad-Core™ i5 Gen 8 Processor
 - 8GB (2x4GB) DDR4 Memory

Note: Due to the Logitech Tap connecting to the room computer as a USB based monitor, the Logitech Kit only supports up to two main displays.
- [Lenovo ThinkSmart Hub 500 for Zoom Rooms](#) (single or dual screen)
 - Intel i5-7500T Processor
 - 8GB (2x4 GB) DDR4 Memory

Zoom Rooms Touch Verified Platforms (Windows OS)

- Touch Screens: (Single Screen on Touchscreen with an i5/i7 Win10 PC).
- Zoom Rooms Controller is integrated into Touch (external controller is optional)
- Integrated All-in-One Touch Display (TV, PC, Camera, Speaker, Mic)
 - [DisplayTen D7 55" AiO Touch](#)
- Touch Display add i5/i7 PC module and [Aver VB342/Logitech Meetup](#)
 - [DisplayTen D5 Board](#) (65" / 75" / 86")
 - [Dell Touch Display](#) (55" / 70" / 86")
 - [Avocor F10 Touch Display](#) (65" / 75" / 84")
- Touch Display add i5/i7 PC module and [Aver CAM340](#) w/ [Heckler Camera Mount](#)
 - [Avocor F50 Touch Display](#) w/ Integrated Mic/Speaker (65" / 75" / 86")
- Small Touch Display with All-in-One system
 - All-in-one PC with Touch ([HP](#), or [Dell](#))
 - [Microsoft Surface Pro](#)
- Download [Zoom Rooms for PC/Touch](#) onto Touch Screen on Win10 PC

Zoom Rooms Controller Requirements

- Apple iOS Tablet
 - [iPad Mini, iPad or iPad Pro](#)
 - iOS 8.0 and higher
 - [Zoom Rooms Controller App for iOS](#)
- Android Tablet (e.g. [Samsung Galaxy Tab S4](#))
 - Android OS: Android 4.0 and above
 - Screen size: 8.0 inch and higher, 7.0 inch with limited functionality
 - CPU: ARM v6+ or x86; dual core 1.5 Ghz and above
 - [Zoom Rooms Controller App for Android](#)

- Windows 10 Tablet (e.g. [HP Elite X2](#) or [Surface Go](#))
 - Windows 10 and above
 - [Zoom Rooms Controller App for Windows](#)
- Crestron Tablet
 - [TSW-760](#) or [TSW-1060](#) + Mounting Kit
 - [Crestron Mercury](#)
 - Embedded Android OS with Zoom Rooms Controller App
- Polycom Trio
 - [Polycom Trio 8800 or 8500](#)
 - Embedded Android OS with Zoom Rooms Controller App

Zoom Rooms CEC Requirements

- HDMI-CEC Support for [Operation Time](#)
- Single HDMI display with HDMI output requires [Pulse-Eight Adapter](#)
- [CEC-Less cable](#) required before [Pulse-Eight Adapter](#) in all instances

a. Basic Requirements

Listed below are basic specifications and requirements for the two Zoom Room systems and the optional portable system.

Zoom Room 1: Conference Room

- Approximate room dimensions: 19x19 feet (See Appendix A)
- Display required: 75 inches, UHD 4K resolution, commercial grade, mounted on south wall
- Expansion microphones and/or speakers, if required

Zoom Room 2: Huddle Room

- Approximate room dimensions: 10x13.5 feet (See Appendix A)
- Display required: 55 inches, UHD 4K resolution, commercial grade

Optional Portable Zoom Room System

- Display required: 55 inches, UHD 4K resolution, commercial grade, mounted on south wall
- Integrated PC with native Zoom Room experience
- All components to be installed/mounted on heavy-duty, purpose-built mobile cart
- Unit to be capable of operating via Wi-Fi connections

Optional Digital Signage – One, Two, or Three Displays

- Display required: Please recommend appropriate size, specs, and placement by referring to the floorplan in Appendix A. Note that one or more systems may be stand mounted, as opposed to wall mounted.
- Display content to be centrally controlled and integrated with the videoconferencing displays

b. Base Videoconferencing System Requirement

- The WMSC requires the vendor to furnish, install, and maintain two turnkey, ready-to-operate Zoom Room videoconferencing systems.
- The location of these system is shown on the floor plan that appears in Appendix A.
- A system maintenance and help-desk support contract are expected for the videoconferencing systems.

c. Optional Videoconferencing System and Digital Signage Requirement

- The WMSC requests an option to purchase one Portable Zoom Room System that the vendor will furnish, install, and maintain. If ordered, this optional system would be provided in a turnkey, ready-to-operate state.
- The WMSC seeks the option to purchase one, two, or three digital signage systems that are to be integrated with the above base and optional systems.
- A system maintenance and help-desk support contract are requested to be proposed and priced on the portable system and digital signage systems.

d. General Requirements for All Videoconferencing Systems

- One-touch, native Zoom Room experience
- Identical or remarkably similar functionality for user interface experience across all systems
- Soundbar and camera: Creston Flex brand name or equivalent, wall-mounted soundbar with integrated camera, or similar unit, that provides autozoom, 1080p resolution, and high-quality audio
- Touch panel: Creston brand name or equivalent unit with tabletop enclosure, if necessary, and featuring one-touch join for Zoom meetings
- Wired and wireless presentation sharing capabilities for meeting attendees
- Professional, workmanlike installation of all components

e. Low Voltage Electrical Contractor

- The new facility will require wiring for both the videoconferencing systems and the digital signage. Proposer will provide the requisite low voltage electrical trade contractor needed to install the systems in the new facility. A firm fixed price should be provided in the pricing matrix under the Labor heading and detailed in the supplemental pricing schedule for each system as required.
- As additional scope, the low voltage electrical contractor will also set up and install network wiring and drops in approximately 20 locations for the computer workstations and telephone networks in the WMSC suite at the new facility. This pricing should be included as a separate pricing category in the pricing schedule. See Appendix C for the Electrical specifications and drawings.

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PERIOD OF PERFORMANCE

The contract period of performance is from the Date of Award through July 15, 2020, unless extended by the WMSC Chief Executive Officer.

VENDOR RESPONSIBILITIES

Vendor shall complete and return this Request for Quotation. The price quotation shall include the Price Schedule, page 2 and the supplemental detailed price schedule as requested.

Vendor shall comply with all aspects of the statement of work (SOW).

Vendor shall submit 1 copy of their Price Proposal electronically to WMSC, Attn: Heather Obora at the following email: procurement@wmsc.gov

WMSC TAX EXEMPT STATUS

WMSC TAX EXEMPTION

- a. Pursuant to Article V, Section E.45 of the Washington Metrorail Safety Commission Compact, Pub. L. 115-54, as adopted by the State of Maryland, the District of Columbia, and the Commonwealth of Virginia, the WMSC has been accorded exemption from taxes as follows:

"The exercise of the powers granted by this MSC Compact shall in all respects be for the benefit of the people of the District of Columbia, the Commonwealth of Virginia, and the State of Maryland and for the increase safety, commerce, and prosperity, and as the activities associated with this MSC Compact shall constitute the performance of essential governmental functions, the Commission shall not be required to pay any taxes or assessments upon the services or any property acquired or used by the Commission under the provisions of this MSC Compact or upon the income therefrom, and shall at all times be free from taxation within the District of Columbia, the Commonwealth of Virginia, and the State of Maryland."

- b. By submission of its quotation, the vendor certifies that none of the taxes as to which the WMSC is exempt are included in its quoted price(s).

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CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- a. The work will be conducted under the general direction of the WMSC Chief Executive Officer (CEO). Authority will be delegated to the WMSC Office Manager (COTR) to take the following actions:
 1. Act as the principal point of contact with the Vendor. A copy of each item of incoming correspondence and a copy of any enclosures shall also be submitted to the Contract Administrator (CA), Heather Obora.
 2. Review and approve invoices and payment estimates. Forward invoices and receipts to Accounting. In those cases, requiring release of final retained percentage of payment, the COTR will make her recommendations in writing to the CEO.
 3. Coordinate correspondence with the CA if its importance significantly impacts the contractual terms and obligations. Where such coordination is unnecessary, provide an information copy to the CA.
 4. Provide the CA with information copies of any memorandum for record which is relative to the contract.
 5. Notify the CEO whenever the COTR has reason to believe that the proposed not-to-exceed amount will be exceeded.
 6. Prepare the WMSC estimate for proposed contract modifications. Participate in negotiations of modifications.
 7. Approve, in writing, the Vendor's progress schedule when required.
 8. Receive from the Vendor, monthly, if applicable, DBE status reports and forward them to the CA.
- b. There are certain actions which are reserved for only the CEO. They are:
 1. Approval of contract modification quotations.
 2. Issuance of written orders to stop and/or resume work under Article 10, "Stop Work Orders", of the General Provisions.
 3. Negotiation with the Vendor for adjustment of contract price and/or time.

4. The COTR is not authorized to render final decisions under the DISPUTES article of the General Provisions.
5. The COTR is not authorized to issue Termination Notices.
6. The presence or absence of the COTR shall not relieve the Vendor from any requirements of the contract.

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SOLICITATION INSTRUCTIONS

1. **Type of Contract:** The WMSC contemplates award of a Fixed Price Requirements contract resulting from this solicitation.
2. **Basis for Award:** The WMSC will award a contract to the lowest responsive and responsible bidder whose bid conforms to this Request for Quotation (RFQ) and is determined to be the most advantageous to the WMSC, considering only price and price related factors included in the RFQ.

If, after receipt of the quotations, the CEO determines that adequate price competition does not exist, the Offeror shall provide certified cost or pricing data as requested by the CEO.

3. **Acceptance or Rejection of Quotations:** The WMSC reserves the right to accept or reject any or all offers on any or all items within 5 calendar day(s) from the date set for opening of solicitations.
4. **Minimum Acceptance Period:** The WMSC requires a minimum acceptance period of 30 calendar days.
5. **Submittal of Quotations:** Quotations will be electronically emailed to:

Quotation to: Attn: Heather Obora
(312) 965-2353

E-Mail: procurement@wmisc.gov

Quotation must be received by the WMSC no later than **June 8, 2020, 11:00 am, Eastern Standard Time (EST)**.

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WMSC SUPPLEMENTAL TERMS AND CONDITIONS

1. The right is reserved to cancel this order if not filed within the time specified in the block entitled "Required Delivery Date" and/or in accordance with the terms specified.
2. Vendor must pay all transportation charges both ways on rejected material.
3. No charges allowed for boxing, packing or drayage, unless otherwise agreed.
4. Each order and shipment must be invoiced separately. No partial deliveries will be allowed unless specifically specified on the face of this order.
5. Unless otherwise agreed upon in writing, the vendor agrees to assume the defense of and pay any judgment in any suit or suits for infringement or other litigation involving patents brought against WMSC by reason of the use of these goods, materials or equipment and to indemnify and save harmless the said WMSC against any and all cost of damages arising from such litigation.
6. Vendor certifies that goods ordered shall comply with all Federal, State, and other laws.

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TERMS AND CONDITIONS OF ORDER

1. INSPECTION AND ACCEPTANCE. Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Vendor unless loss results from gross negligence of the WMSC.

2. DISCOUNTS. Discount time will be computed from date of delivery at the place of acceptance or from receipt of correct invoice at the office specified by the WMSC, whichever is later. Payment is made, for discount purposes, when check is mailed.

3. STATE AND LOCAL TAXES. The WMSC is exempt from all State and District of Columbia municipal and local taxation. The WMSC's tax exemption numbers are as follows: District of Columbia L0002716503f and for Virginia, is issued on a case-by-case basis through the filing of the Virginia Form ST-12.

4. GARNISHMENT OF PAYMENTS OWED TO WMSC VENDORS. Payment under the contract shall be subject to any garnishment and attachment orders issued pursuant to the laws of Maryland, Virginia, and the District of Columbia, and to levies issued under the laws of the United States.

5. INDEMNIFICATION. The Vendor will save, keep harmless and indemnify the WMSC against any and all liability claims, and the cost of whatsoever in and nature (including legal expenses) arising or alleged to have arisen for injury, including personal injury to or death of person or persons, and for loss or damage to any property, occurring in connection with activities to be performed under the Contract and any acts of the Vendor in connection with activities to be performed under the Contract, resulting in whole or part from the acts, errors, or omissions of the Vendor, any subcontractor, employee, agent or representative of the Vendor or subcontractor.

6. COVENANT AGAINST CONTINGENT FEES. The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the WMSC shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such omission, percentage, brokerage or contingent fee.

7. GRATUITIES. The WMSC may, by written notice to the Vendor, terminate the right of the Vendor or proceed under this contract if it is found, after notice and hearings by the WMSC CEO, or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor, or any agent or representative of the Vendor,

to any Director, Officer or employee of the WMSC or its General Consultants with the view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; provided, that the existence of the facts upon which the WMSC CEO or his duty authorized representative make such findings shall be in issue and may be reviewed in any competent court.

FEDERALLY REQUIRED PROVISIONS

The WMSC is the recipient of federal grant funding from FTA. The WMSC is required to incorporate the following provisions in all contracts of the scope of the proposed procurement, and Vendor will be required to include these provisions in its contracts with sub-vendors of any tier.

8. OFFICIALS NOT TO BENEFIT.

- (a) No member of, or delegate to the Congress of the United States, or resident Commissioner, shall be admitted to any share or part of this contract or to any benefit arising there from, but this provision shall be construed to extend to this contract if made with a corporation for its general benefit.
- (b) No member officer, or employee of the WMSC or a local public body during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

9. DISADVANTAGED BUSINESS ENTERPRISE. It is the policy of the WMSC that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to participate in WMSC projects and procurements. Disadvantaged Business Enterprises shall be provided equitable and viable opportunities to compete for and be considered for the award of contracts and subcontracts.

The vendor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The vendor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments.
 - (2) Assessing sanctions.
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non-responsible.
- 49 C.F.R. § 26.13(b).

a. Overview

It is the policy of the WMSC and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

It is also the policy of the WMSC to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts.
2. Create a level playing field on which DBE’s can compete fairly for DOT-assisted contracts.
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law.
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as a DBE.
5. Help remove barriers to the participation of DBEs in DOT assisted contracts.
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Vendor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The WMSC shall make all determinations with regard to whether or not a Bidder/Offeror complies with the requirements stated herein. In assessing compliance, the WMSC may consider during its review of the Bidder/Offeror’s submission package, the Bidder/Offeror’s documented history of non-compliance with DBE requirements on previous contracts with the WMSC.

b. Contract Assurance

The Vendor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The WMSC shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Vendor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the WMSC deems appropriate.

c. DBE Participation

For the purpose of this Contract, the WMSC will accept only DBE’s who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [certifying agency or the Unified Certification Program (UCP)]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the WMSC.

d. DBE Participation Goal

The DBE participation goal for this Contract is set at 10%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than 10% of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed DBE Utilization Form (see Appendix B) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see Appendix B). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the WMSC.
3. An original DBE Letter of Intent (see Appendix B) from each DBE listed in the DBE Participation Schedule.
4. An original DBE Affidavit (see Appendix B) from each DBE stating that there has not been any change in its status since the date of its last certification.

e. Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the WMSC will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the WMSC will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the WMSC Procurement Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion).
2. Pre-bid meeting attendance. At the pre-bid meeting (if applicable), the WMSC generally informs potential Bidder/Offeror's of DBE subcontracting opportunities.
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media, and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation.

4. Written notification to DBE's encouraging participation in the proposed Contract; and

5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted.

2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work.

3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the WMSC. Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the WMSC may consider the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

f. Administrative Reconsideration

Within five (5) business days of being informed by the WMSC that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the WMSC Procurement Coordinator, Heather Obora. The Procurement Coordinator will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The WMSC will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

g. Termination of DBE Subcontractor

The Vendor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (see below) without the WMSC's prior written consent. The WMSC may provide

such written consent only if the Vendor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Vendor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Vendor shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Vendor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the WMSC in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section (i) Sanctions for Violations clause below.

h. Continued Compliance

The WMSC shall monitor the Vendor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Vendor to submit quarterly written reports to the WMSC that summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract.
- Total value of expenditures with DBE firms for the quarter.
- The value of expenditures with each DBE firm for the quarter by race and gender.
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the WMSC Procurement Coordinator, Heather Obora, with copies provided to the WMSC CEO, David Mayer and WMSC Office Manager, Andrea Hogan. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The WMSC to have access to necessary records to examine information as the WMSC deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of the WMSC, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Vendor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in Sections 9 and 10 of this Contract.

i. Sanctions for Violations

If at any time the WMSC has reason to believe that the Vendor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the WMSC may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Vendor until such time as the issues concerning the Vendor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Vendor is able to demonstrate within a reasonable time that it complied with the DBE terms stated herein.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION.

This contract to the extent that it is of a character specified in the Contract Work Hours Standard Act (40 USC 327-330) is subject to the following provisions:

- (a) The Vendor shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this contract to work in excess of forty hours in such workweek on work subject to the provisions of the Contract Work Hours Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of forty hours in such workweek.
- (b) In the event of any violation of the provision of paragraph (a), the Vendor shall be liable to any affected employee for any amounts due, and to the WMSC for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of the standard workweek of forty hours without payment of the overtime wages required paragraph (a).

11. ACCESS TO RECORDS AND REPORTS.

- a. Record Retention. The Vendor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Vendor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Vendor shall maintain all books, records, accounts and reports required under this Contract for a period of at not

less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Vendor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Vendor agrees to permit FTA and its contractors' access to the sites of performance under this contract as reasonably may be required.

12. AUDIT AND INSPECTION OF RECORDS.

(a) The Vendor shall maintain records, and the WMSC CEO or any of his duly authorized representatives, shall, until the expiration of three years after final payment under the Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of such vendor, involving transactions related to the contract, for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Vendor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the WMSC CEO or any of his duly authorized representatives shall, until the expiration of three years after final payment under the Contract, have access to and the right to examine any directly pertinent books documents, papers and records of such subcontractor, involving transactions related to subcontract, for the purpose of making audit, examination, excerpts and transcriptions.

13. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION. The Vendor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Vendor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award.
- b) Suspended from participation in any federally assisted Award.
- c) Proposed for debarment from participation in any federally assisted Award.

- d) Declared ineligible to participate in any federally assisted Award.
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its quote, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the WMSC. If it is later determined by the WMSC that the proposer knowingly rendered an erroneous pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

14. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.

The WMSC and Vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the WMSC, Vendor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Vendor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

15. CHANGES TO FEDERAL REQUIREMENTS.

Notice to Third Party Participants. The WMSC informs the Vendor through this notice in each Third Party Agreement that: (i) Federal requirements that apply to the WMSC, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the WMSC's Agreement including any information incorporated by reference and made part of that Underlying Agreement; and (ii) Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

16. INCORPORATION OF FTA TERMS.

Federal Laws, Regulations, Requirements, and Guidance. The WMSC and Vendor agrees:

- (1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third-party procurements.
- (2) To comply with the applicable U.S. DOT Common Rules; and
- (3) To follow the most recent edition and any revisions of FTA Circular 4220.1, "Third Party Contracting Guidance," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR REALTED ACTS.

The Vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Vendor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Vendor to the extent the Federal Government deems appropriate.

The Vendor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Vendor, to the extent the Federal Government deems appropriate.

The Vendor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

18. CIVIL RIGHTS AND EQUAL OPPORTUNITY

The WMSC is an Equal Opportunity Employer. As such, the WMSC agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the WMSC agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Vendor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment,"

September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Vendor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Vendor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

19. TERMINATION FOR CONVENIENCE.

The WMSC may terminate the contract, in whole or in part, at any time by written notice to the Vendor when it is in the WMSC’s best interest. The Vendor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Vendor shall promptly submit its termination claim to WMSC to be paid the Vendor. If the Vendor has any property in its possession belonging to WMSC, the Vendor will account for the same, and dispose of it in the manner WMSC directs.

20. TERMINATION FOR DEFAULT.

If the Vendor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Vendor fails to perform in the manner called for in the contract, or if the Vendor fails to comply with any other provisions of the contract, the WMSC may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Vendor setting forth the manner in which the Vendor is in default. The Vendor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the WMSC that the Vendor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the

control of the Vendor, the WMSC, after setting up a new delivery of performance schedule, may allow the Vendor to continue work, or treat the termination as a Termination for Convenience.

21. OPPORTUNITY TO CURE.

The WMSC, in its sole discretion may, in the case of a termination for breach or default, allow the Vendor 15 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

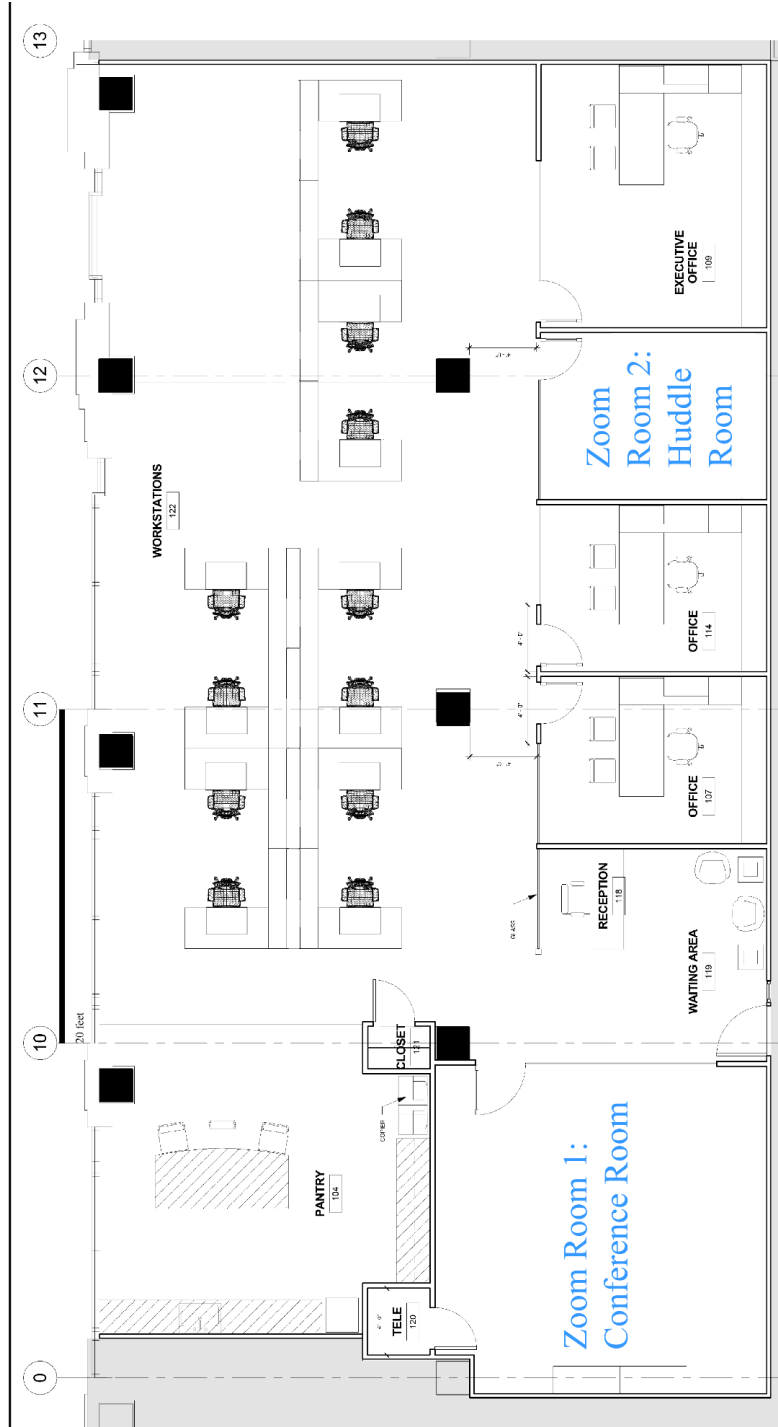
If the Vendor fails to remedy to WMSC's satisfaction the breach or default of any of the terms, covenants, or conditions of the Contract within 10 days after receipt by Vendor of written notice from WMSC setting forth the nature of said breach or default, WMSC shall have the right to terminate the contract without any further obligation to Vendor. Any such termination for default shall not in any way operate to preclude WMSC from also pursuing all available remedies against Vendor and its sureties for said breach or default.

22. WAIVER OF REMEDIES FOR ANY BREACH.

In the event that WMSC elects to waive its remedies for any breach by Vendor of any covenant, term or condition of the contract, such waiver by WMSC shall not limit WMSC's remedies for any succeeding breach of that or of any other covenant, term, or condition of the contract.

APPENDIX A

NOTE: The scale is shown at the top of the diagram as 20 feet between structural columns and the central wiring closet is accessible from Zoom Room 1, marked as TELE.



APPENDIX B

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____ The Bidder/Offer is committed to a minimum of _____% DBE utilization on this contract.

_____ The Bidder/Offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the WMSC have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent of Total Contract Value	Description of Work to be Performed	Race and Gender of Firm

APPENDIX C

ELECTRICAL SPECIFICATIONS AND DRAWINGS



E001 ELECTRICAL
COVER SHEET (1) SPE



E004 ELECTRICAL
RISER DIAGRAM AND FLOOR PLAN - POWER



E003 ELECTRICAL



E002 ELECTRICAL
FLOOR PLAN - LIGHTING